



AGREEMENT

for the use of

Hamilton County Parks and Recreation Facilities

Cool Creek Park, Morse Park and River Road Park Ball Fields

This Agreement is made and entered into by and between Hamilton County Parks and Recreation Department, **Indiana**, by and through the Park Board (hereinafter "**Owner**") and Applicant (attached) (hereinafter "**Tenant**"). For and in consideration of the promise, terms, covenants, and commitments made herein, the parties do now agree as follows:

ARTICLE I

The **Owner** hereby agrees to furnish to **Tenant** the use of the designated portions of the requested **Park Facility** (hereinafter "**Facility**") under the terms and conditions of this Agreement.

ARTICLE II

USE OF PREMISES

A. Premises: **Tenant** shall be allowed to use the following designated fields and areas (hereinafter "premises") at the **Park**, under the terms and conditions of this agreement.

B. Tenant shall provide everything necessary during their rental time except those items or services expressly made **Owner's** responsibility. No other use of the **Park** or assignment of this Agreement shall be permitted without the express written consent of **Owner**. **Tenant** shall pick-up all trash and debris located in the Field Playing Area and Sidelines.

C. Tenant acknowledges and agrees that this Agreement and its use of the premises are subject to a Concession Agreement with **Owner's** concessionaire unless exempt under the terms of such concession Agreement.

D. Tenants that have secured a corporate sponsor for their event do not have the right to exclude **Park** sponsors from their event. **Owner** has reserved the right of approval of all event sponsors at the **Park**.

ARTICLE III

RENTAL FEES

A. The Deputy Director, Administration Assistant and/or Park Manager are to be notified in writing of the person responsible for payment for the usage of the facility.

B. Should this information change during the course of the contract, it shall be the responsibility of the Tenant to notify the Deputy Director, Administrative Assistant and/or Park Manager of such change. The usage rates for Cool Creek Park and River Road Park Fields with in Park hours are from dawn to dusk, Morse Park Fields hours are from dawn to 11pm.

C. Cool Creek East / West Baseball Field; Soccer Field Rental Rates

The **Tenant** agrees to pay **Owner** for (1 ½) hour practice time for the days of
Monday – Friday 8am – 5pm for 12 weeks, 2 times a week for \$100.00 for usage of one field.
Monday – Friday 5pm – 9pm for 12 weeks, 2 times a week for \$200.00 for usage of one field.
One (1) time use in the amount of \$10.00 per field per 1 ½ hour time.

Tournament Fees:

- **\$200.00 per field for a total of 9 hours.**
- **\$20.00 per field for each 1 ½ hours more.**

D. Morse Park South / North Softball Field Rates

The **Tenant** agrees to pay **Owner** for (1 ½) hour field use time for the days of
Monday – Friday 8am – 5pm, for \$25.00 per field for 1 ½ hours.
Monday – Friday 5pm – 9pm, Saturdays or Sundays, for \$75.00 per field for 1 ½ hours
Saturdays or Sundays, for \$400.00 per field for a total of 9 hours.

E. Morse Park Softball Fields Light and Scoreboard Fees

If the **Tenant** requires the usage of lights an additional fee will be charged per field. The light rate is **\$35.00** for the first ninety minutes and **\$15.00 per hour or fraction thereafter**. The time charged for lights includes total time of pre-game, game and post-game activities. Lights must be off by 11pm each night. Scoreboards rates are **\$25.00** per day per field usage.

F. River Road North / South / East Rugby Field; North/South/East/West Baseball Field Rates

The **Tenant** agrees to pay **Owner** for (1 ½) hour practice time for the days of

Monday – Friday 8am – 5pm for 12 weeks, 2 times a week for **\$200.00** for usage of one field.

Monday – Friday 5pm – 9pm for 12 weeks, 2 times a week for **\$300.00** for usage of one field.

Monday – Friday, One (1) time use in the amount of **\$20.00** per field per 1 ½ hour time.

Saturdays or Sundays, for **\$75.00** per field for 1 ½ hours.

Saturdays or Sundays for **\$400.00** per field for a total of 9 hours.

G. Out of County Fees and Rates

An additional 10% fee will be added to the total usage fee, before tax, to any permit if the permit applicant is not a Hamilton County, Indiana resident.

H. Payment: **Tenant** shall pay all usage fees at the time of reservation and confirmation of the tournaments/games /practice/event(s) at the time of execution of this contract. The usage fees will be based upon the total usage required to host such Tournament(s)/Game(s)/Event(s). The **Deputy Director** and/or **Park Manager** will meet with the **Tenant** to schedule all field reservations. Field Usage Fees and Deposits may be reduced and/or waived by the **Deputy Director** based on the need and/or in kind donations and/or volunteer of equal value to the usage fees. Volunteer hours will be based at \$8.50 per hour.

I. Reserving Dates: The **Tenant** shall pay **Owner** **\$10.00 deposit** for all Tournament(s)/Game(s)/Event(s). This deposit is refundable and is applicable to the rental fee of the event. Reservations can be made up to twelve months in advance.

J. Overtime: The **Tenant** shall be responsible to pay **Owner** for all overtime hours charged for setup and supervision of the event. The overtime charges for Saturday are **\$25.00** per hour and Sundays **\$33.00** per hour with the maximum of eight hours per day. All Overtime must be approved by the **Deputy Director**.

ARTICLE IV SCHEDULING AND CANCELING

A. Weather: The **Owner** reserves the rights to cancel/postpone any and all tournaments/games due to bad weather or poor field conditions. The **Deputy Director** and/or **Park Manager** will notify the representative of the hosting organization of such conditions as soon as possible. The **Deputy Director** and/or **Park Manager** will make all efforts to reschedule tournaments/games/event(s) that day or evening. If the tournaments/games/event(s) cannot be rescheduled the **Owner** shall reserve the right refund the deposit and return all other funds to the **Tenant** provided the **Tenant** returns all registration fees to all participants.

B. The **Tenant** shall designate one representative to schedule tournament/game/event(s) times during the calendar year. The **Deputy Director** and/or **Park Manager** shall be given the name and telephone number of the representative of the **Tenant** in writing prior to the start of the season. The **Tenant** may change representatives, but such change shall not be effective until written notification of the new representative's name and phone numbers are given to the **Deputy Director** and/or **Park Manager**.

C. Tournaments/games/event(s) are to be agreed upon with the **Deputy Director** and/or **Park Manager** prior to the start of each calendar year. These times are to be standing dates/times and will be considered confirmed unless canceled under the other provisions of this Agreement.

D. Tournaments/games/event/practice(s) may be canceled without charge if at least 48 hour written notice of such cancellation is given to the **Deputy Director** and/or **Park Manager** by the **Tenant's** designated representative. If the tournament/game/event(s) is canceled with less than 48 hours notice to the **Deputy Director** and/or **Park Manager** as provided herein, the **Tenant** will be billed and shall pay for the tournaments/games/event(s) it has scheduled.

E. If scheduled tournaments/games/event(s) are canceled three times during the calendar year by the **Tenant**, the **Tenant** will forfeit the remainder of the season. All other tenants will then be notified that the dates/times are available.

F. The **Deputy Director** and/or **Park Manager** will rent the fields on a first-come first-served basis.

ARTICLE V ADDITIONAL TERMS

A. Additional Workers: If required, the **Owner** shall employ any necessary security personnel, ticket takers, and scoreboard operator and bill the **Tenant** for the cost of such labor. **Owner** will notify **Tenant** a reasonable length of time in advance of the event concerning the number of workers needed and the cost for such labor. **Tenant** shall employ and make direct payment to all other personnel required to produce the event at the **Park**. **Owner** shall have the right to approve and disapprove (upon reasonable cause) of personnel to be hired by **Tenant**. **Tenant** shall pay all taxes and meet all withholding requirements imposed by Federal and State law.

B. Retention of Rights by Owner: The **Owner**, **Deputy Director** and/or **Park Manager** may enter the **Park Events** at any time. The **Owner**, **Deputy Director** and/or **Park Manager** may eject any person who disturbs other persons or the conduct of any event in the **Park**. Any person not permitted at the **Park** by the **Owner**, **Deputy Director** and/or **Park Manager** is also not allowed to attend any **Tenant** activity.

C. Compliance with the Law Required: **Tenant** agrees that every person connected with its use of the **Park** shall comply with the laws of the United States, the State of Indiana, the ordinances of the City with which the **Park** is located and the rules and regulations of **Owner** for the government and management of the **Park**, together with the rules and requirements of the Police and Fire Departments of the Cities of Hamilton County, Indiana. **Tenant** shall not permit any food, bottles or cans to be sold in the **Park**, unless agreed upon between the **Tenant** and **Deputy Director** and/or **Park Manager**.

D. Indemnity and Insurance: **Tenant** agrees to indemnify and defend the **Owner**, **Park** and their agents, employees and assigns and save them harmless from all loss, penalty, cost, claim, or damage due to any act, omission, or fault of **Tenant**, or its officers, agents, employees, patrons or guests. It is further understood that such indemnity does not apply to any claim based upon the sole negligence of **Owner**, **Park**. **Tenant** agrees to purchase liability insurance in force throughout the term of this Agreement and to list the **Tenant** as certificate holder and name, **Hamilton County Parks and Recreation Department** as additional insured, and to furnish **Owner** with satisfactory certification of such insurance in order to validate this Agreement. The insurance coverage shall provide protection in the amounts of not less than Five Hundred Thousand Dollars (\$500,000.00) per person for injury or death of one person in any one occurrence, and One Million Dollars (\$1,000,000.00) for injury or death of all persons in that occurrence, and Five Hundred Thousand Dollars (\$500,000.00) per occurrence for damage to property belonging to **Owner** or third persons. The insurance policy shall contain provisions that prevent the policy from being materially changed or canceled without providing the **Owner** at least ten (10) days prior written notice of such intended change or cancellation.

E. Damage to Premises: **Tenant** agrees not to cause, allow, or permit any damage to or alteration of the **Park** or fixtures or personal property therein or to any of the **Park** grounds or adjacent properties. If any damage occurs due to the act, omission, or fault of the **Tenant**, its officers, agents, employees, or any other person admitted within the **Park** or its grounds by the **Tenant**, **Tenant** agrees to pay any sum that shall be necessary to restore and/or replace whatever was damaged. If **Tenant** desires to use any chalk and/or paint on grounds and/or place any sign in the **Park**, it shall first present a drawing or detailed description of such sign to **Deputy Director** and/or **Park Manager** for approval. **Owner**, **Deputy Director** and/or **Park Manager** shall not be bound by any precedent and may remove any sign which is not pre-approved.

F. Property of Tenant: **Owner** is not responsible for any property placed in the **Park** by **Tenant**, its officers, agents, employees or patrons or any other person admitted to the premises by the **Tenant**. The **Tenant** agrees to release, discharge, and hold harmless **Owner** from any liability for loss or damage to such property.

G. Removal of Property: If any portion of the **Park** is not vacated at the end of the term, **Owner** may remove all property placed in the **Park** by **Tenant**. **Tenant** agrees to pay **Owner** for all expenses incurred in such removal, and agrees to hold harmless the **Owner** from any claims for damages of whatever nature regarding the same. **Owner shall have a lien on such property for any money owed Owner by Tenant.**

H. Obstructions: **Tenant** agrees to keep all roadways and exits clear. **Park** is to remain open to all public during usage.

I. Force Majeure: In the event that any said game, tournament and event(s) shall not be held on said date or time due to reasons of war, insurrection, strike, riots, destruction of all or part of the complex, act of God excluding rain or snow or other force majeure beyond the control of the **Owner**, then the owner shall have the right to cancel all games and play at the complex without compensation to the **Tenant**.

J. Concessions: **Owner** reserves all rights to the sale of concession items in the **Park**. **Tenant** shall obtain approval of the **Park** concession operator before vending or giving away any concession items, unless exempt from the concessionaire's Agreement. No food or beverage may be brought into the **Park** by **Tenant** or their group without the express consent of **Owner**, **Deputy Director** and/or **Park Manager**.

K. Goods: **Tenant** shall not give away or sell any merchandise at any event without written permission from **Owner**, **Deputy Director** and/or **Park Manager**. A vendor agreement shall execute with each individual vendor at the rate of \$100.00 per event or day if the event is of league or series of games structure. This agreement will be provided by the **Owner** and executed between each vendor. The vendor shall pay **Owner** at the time of execution of this agreement.

L. Breach of Agreement: If **Tenant** shall breach any of the terms and conditions of this Agreement, **Owner** may pursue any and all legal and equitable remedies for breach of said contract, and if said breach is a material breach, this Agreement may be canceled by **Owner** and **Owner** shall be free to pursue any and all legal and equitable remedies it shall have under the laws of the State of Indiana.

M. Construction of Agreement: **Tenant** agrees that all clauses in this Agreement are dependent on one another and that a failure to object to any violation of any clause of this Agreement is not a waiver of such violation. This Agreement constitutes the entire contract between the parties, and this Agreement supersedes all former agreements, and the same may not be modified or amended except in writing by the parties. The parties agree that this Agreement shall be interpreted and construed under the laws of the State of Indiana.

N. Default: **Tenant** irrevocably agrees and consents and submits to the non-exclusive jurisdiction of Hamilton County, Indiana. **Tenant** waives any right it may have to change venue of any litigation brought against and further waives any trial by jury. If litigation must be entered into, do to default, the **tenant** agrees to pay any and all court costs and reasonable attorney fees. If any Court of competent jurisdiction should declare any term or provision of this agreement unenforceable, the same shall not affect the enforceability of the remainder of this agreement.

In Witness Whereof, the **Tenant** and **Owner** have caused this Agreement to be signed by their duly authorized representatives.



Field Use Permit Request Form

Name of Group or Event:	Date Submitted:
Submitted By:	Federal ID Required:
Phone Number:	E-Mail Address:
Street Address:	City/State/Zip Code:

Event Description:

Park and Field Requested:
Purpose of Event:

Usage Times:

Frequency of Requested Use:		
<input type="checkbox"/> One time usage (1 ½ hour)	<input type="checkbox"/> One Time Tournament Usage (9 hours)	<input type="checkbox"/> Two Times per Week/12 weeks
<input type="checkbox"/> Other:		
Date(s) and/or attachment: M T W Th F Sa Su	Start Time:	End Time:

Any additional comments or request, please attach appropriate paperwork.

It is understood that no person, group or organization has any vested right to the exclusive use of park property. The use of any/all park property is subject to availability and approval by the Hamilton County Parks and Recreation Department ("HCP&R"), subject to the policies, rules, regulations and guidelines of the HCP&R Department. All requests and paperwork related to it must be received by the Hamilton County Parks and Recreation Department before the requested usage date. It is understood that HCP&R Department sponsored activities have priority over all other activities in using park facilities and this permit is subject to cancellation in the event of an emergency. If a special use permit is granted, the users agree to be responsible for any accidents or injuries sustained by any person attending or participating in the program or activity at the park, and to be responsible for replacement in case any damage or loss is incurred. All users agree to adhere to the rules, applicable federal, state and local laws and any specific guidelines outlined in the special use permit. The undersigned hereby acknowledges receipt of the rules.

Name of Authorized Group Representative:

Signature:

Date:

Departmental Use Only

Space Available: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial	
<input type="checkbox"/> Request approved and granted as requested	<input type="checkbox"/> Request approved subject to conditions, see attached.
Rental Fee: Other Fees 10% Non County:	Total: Deposit:
Volunteering Hours: \$8.50 per Hour	Volunteer Deadline: Approved By: Date:

☐ Request cannot be granted for the following reasons:

Denied By:	Reason:	Date:
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